



State Employment Relations Board

Mike DeWine, Governor

65 East State Street, 12th Floor
Columbus, OH 43215-4213

<https://serb.ohio.gov>
Tel: (614) 644-8573 Fax: (614) 466-3074

W. Craig Zimpher, Chairman
Frederick E. Mills, Vice Chair
J. Richard Lumpe, Board Member

Christine A. Dietsch, Executive Director

February 18, 2021

Tara M. Crawford
Fraternal Order of Police
222 East Town Street
Columbus, OH 43215

Jon M. Dileno, Esq.
Zashin & Rich Co., LPA
950 Main Avenue, 4th Floor
Cleveland, OH 44113

RE: Case No(s). 2020-MED-07-0716
Fraternal Order of Police, Ohio Labor Council, Inc./FOP Lodge 86 (Patrolmen and Detectives) and City of Beachwood

Dear Ms. Crawford and Mr. Dileno:

Please find enclosed a Notice and the fact-finding report to be posted. This Notice with the attached copy of the report should be posted immediately, where it can be viewed by employees and the public. In accordance with Ohio Administrative Code Rule 4117-9-05(P), the notice of rejection is to be posted for a period of thirty days or until settlement occurs, whichever is earlier.

Sincerely,

Mary E. Laurent
Administrative Assistant
Bureau of Mediation
Enclosures



NOTICE

FROM THE STATE EMPLOYMENT RELATIONS BOARD

PUBLICATION DATE: February 18, 2021

CASE NO(S). 2020-MED-07-0716

In the Matter of

Fraternal Order of Police, Ohio Labor Council, Inc./FOP Lodge 86 (Patrolmen and Detectives)

AND

City of Beachwood

The attached report of the fact-finding panel has been acted on as follows:

Fraternal Order of Police, Ohio Labor Council, Inc./FOP Lodge 86 - REJECTED

Pursuant to Chapter 4117.14 of the Ohio Revised Code, this notice and attachment serves as publication of the findings of fact and recommendations of the fact-finding panel. On the publication date, the original notice of rejection of the fact-finding report was sent to a daily newspaper which serves the vicinity where the governmental entity is located. A copy of the notice has been posted in the Clerk's Office of the State Employment Relations Board.

Individuals may contact the above named parties to determine if copies of the report are available or contact the State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215.

Fact Finding Report
State of Ohio
State Employment Relations Board

Date of Fact-Finding Hearing: January 14, 2021

Report and Recommendation of Fact-Finder
Jack Buettner

Case #: 2020-MED-07-0716

In the Matter of:

***Fraternal Order of Police,
Ohio Labor Council, Inc./FOP
Lodge 86, Patrol Officers***

and

City of Beachwood

Appearances

For the Union:

Chuck Aliff	Staff Rep FOP
Maxwell Zugay	FOP
Ptl, Jacob Bertone	FOP
Matthew Alandt	FOP
C.J. Piro	FOP

For the City:

Martin Horwitz (Virtual)	Mayor
Jon Dileno	Attorney
Larry Heiser	Finance Director
Dana Can zone (Virtual)	HR Director
Diane Caltz	Law Director
Kelly Stillman	Chief

INTRODUCTION

The Employer, the city of Beachwood, is located in Cuyahoga County about 11 miles east of downtown Cleveland. The 2020 population was estimated at 11,542 people. This includes approximately 4,746 households. The average household income is \$131,102 which is higher than both the county and state averages. The poverty rate is 3.97% which is lower than the county and state averages.

Beachwood is home to nearly 2,500 companies, ranging from high-tech start-ups to Fortune 500 companies with a work force of over 25,000 employees. The City employs 227 employees (199 full-time and 28 part-time). About 80% of the City's general fund is dedicated to the wages and benefits of its workforce.

The bargaining unit, known as the Fraternal Order of Police (FOP) Ohio Labor Council, Lodge #86, Patrol Officers, is comprised of thirty-one (31) patrol officers.

The City recently made employment offers to five (5) lateral new-hires, raising the number of members to thirty-six (36) employees effective February 1, 2021.

FACTUAL BACKGROUND

The undersigned was duly appointed by SERB by letter dated October 22, 2020, to serve as Fact-Finder in the matter of the Fraternal Order of Police, Lodge 86, (hereinafter referred to as “Union”) and the City of Beachwood (hereinafter referred to as “Employer”) pursuant to OAC 4117-9-5(D).

As a result of phone conversations and email exchanges, the Parties agreed to hold a mediation hearing on December 12, 2020, prior to the fact-finding. The fact-finding hearing was held on January 14, 2021, at the Beachwood Fire Station #2.

The parties are bargaining for a successor agreement to the Collective Bargaining Agreement (CBA) that expired on October 31, 2020. The Parties had engaged in four (4) negotiating sessions which began on August 27, 2020. On December 21, 2020, the parties engaged in mediation which helped to narrow the number of outstanding issues. Between the mediation session and this fact-finding, the parties were able to withdraw or resolve a significant number of outstanding proposals. Thus, the Union presented five proposals and the City presented three proposals for the Fact-Finder’s consideration. For the purpose of this fact-finding, the Parties stated that there were two (2) mutual issues which need to be addressed:

Article 8, Section 1: Wages

Article 14, Sections 2 and 4: Hospitalization

The Union also presented proposals in the following areas:

Article 8, Section 2: Specialty Pay

Article 13, Section 1, A and B: Vacations and Holidays

The City presented an additional proposal:

Article 17, Section 2: Sick Leave, Injury leave.

The Parties agreed to waive service of the Fact-Finder's report via overnight delivery and agreed upon service via email.

All tentative agreements made between the Parties, with the exception of the above-mentioned articles, are deemed to have been incorporated herein and are adopted as part of the Fact Finder's recommendation. All Memorandums of Understanding (MOU) which the Parties have previously agreed to are deemed to have been incorporated herein and are adopted as part of the Fact Finder's recommendation with the exception of MOU: Patrol Division Twelve (12) Hours Duty Schedule which is referenced below.

This Fact Finder must take into consideration the following, pursuant to the Ohio Revised Code, Section 4117.14 (C)(4)(e), which establishes the criteria that is to be used by a Fact-Finder in making a recommendation.

The criteria are:

- Past collectively bargained agreements, if any, between the parties;
- Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- The interest and welfare of the public, the ability of the public employer to finance and administer the issue proposed, and the effect of the adjustments on the normal standard of public service;
- The lawful authority of the public employer;
- Any stipulations of the parties;
- Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment.

UNRESOLVED ISSUES

Article 8: Wages, Overtime and Compensatory Time

Section 1

Union's Position:

Section 1. **Wages**

Effective November 1, 2020, wages shall be assessed with a 2.5% pay increase; effective November 1, 2021: 3.0% increase; and effective November 1, 2022: 3.0 %.

Employer's Position:

Section 1. **Wages**

Retroactive to November 1, 2020, wages shall be assessed with a 1.0% pay increase; effective November 1, 2021: 1.5% increase; and effective November 1, 2022: 2.0 %.

Recommendation:

The Union contends that they are requesting slightly higher than average wage increases to offset wage settlements in 2017-2019 that were lower than the average external comparable employee groups. The increase is also needed to offset reductions in healthcare insurance benefits that are proposed by the City. Further, the Union believes that financial reports support that the City is fiscally able to fund the requested increases.

The City, on the other hand, maintains that while their financial outlook is favorable, they have still lost significant monies due to the pandemic. In 2020, the City's revenues fell by \$4.5 million dollars. In order to minimize the effects of the pandemic, the City substantially reduced its expenditures by not filling full-time and part-time vacancies,

postponing capital projects, and suspending numerous recreation programs. As the City resumes these activities in 2021, expenditures will increase significantly.

While the City's financial condition is more favorable than many cities and would suggest that they do have the ability to fund the Union's wage proposal, this Fact-Finder cannot ignore the fact that we are all in the middle of a pandemic. Unknown financial circumstances can occur at any time which could put city of Beachwood in financial jeopardy. As for the Union's statement that other comparable groups received higher wages, that may be true, but these wage settlements were bargained prior to the pandemic. This Fact-Finder recommends a wage package that takes into account both the Union and Employer positions. It allows for the greatest increase in the third year of the contract when the City's financial situation will, hopefully, be more stable. The following is recommended:

Retroactive to November 1, 2020, wages shall be increased with a 2.25% pay increase;

effective November 1, 2021: 2.25% pay increase;

effective November 1, 2022: 2.5% pay increase.

Section 2: Specialty Pay

Union's Position:

The FOP proposes to increase Specialty Pay by one percent (1%) effective November 1, 2020.

Section 2. Specialist Pay

Members of the SWAT team, detectives, bicycle patrol, hostage negotiation and any other specialized units established by the Chief of Police, Evidence Technician and Traffic Bureau will receive an additional six percent (6%) of base pay effective November 1, 2020. Percentage increases for specialist pay will be added to the base rate and computed into overtime.

Employer's Position:

CCL

Recommendation:

The Union proposed the 1% increase in Specialty Pay to improve their external standing with other similarly situated employees. The City argued that an increase in specialty pay is equivalent to a general wage increase since 40 out of the 45 officers receive it. Additionally, the Union just negotiated a 1% increase in the last round of bargaining raising Specialty Pay from 4% to 5%. This last increase broke parity with the City's firefighters who are receiving 4% for their paramedic stipend. Given the current economic uncertainty, this Fact-Finder rejects the Union's proposal. Also, wage increases and insurance adjustments are already increasing the overall Union compensation package.

Article 13: Vacations and Holidays

Union's position:

The FOP proposes to increase the maximum annual vacation accrual to six (6) weeks at twenty (20) years of service and to reduce the current service requirement from seventeen (17) years to fifteen (15) years of service eligibility for five (5) weeks of vacation.

Section 1. Vacations

- A. Effective January 1, 2021, annually, each member of the Police Department in active pay status for twelve (12) months' continuous service shall be given two (2) weeks' vacation, provided further that each full-time member with more than six (6) years of cumulative service shall be granted three (3) weeks' vacation, that each full-time member with more than ten (10) years of cumulative service shall be granted four (4) weeks' vacation, each full-time member with more than fifteen (15) years of cumulative service shall be granted five (5) weeks' vacation,

and each full-time member with more than twenty (20) years of cumulative service shall be granted six (6) weeks' vacation. The Chief of Police shall have the authority to schedule, suspend, postpone or cancel vacation days to meet management needs.

B. Vacations shall accrue each pay period as follows:

2 weeks' vacation – 3.08 hours per pay

3 weeks' vacation - 4.62 hours per pay

4 weeks' vacation - 6.16 hours per pay

5 weeks' vacation - 7.70 hours per pay

6 weeks' vacation - 9.23 hours per pay

Members may carry over unused vacation leave at year's end up to a limit of 1.5 times the annual allotment or be eligible to receive a payout of unused vacation at the end of the year. Such payment will be administered annually in the months of December and/or January.

Employer's position:

CCL

Recommendation:

The Union proposed the increase in vacation accrual to provide parity with surrounding cities. They cited in Union Exhibit #3C that ten (10) out of fifteen (15) comparable cities provide six (6) weeks of vacation. The City argued that the Union showed bad faith in that when they previously negotiated the move from an 8-hour shift to a 12-hour shift, the Union agreed in an MOU that the employees would not have their time-off increased. Further, in addition to vacation, the FOP has sick leave, floating holiday time, and the ability to earn compensatory time.

According to Union Exhibit #3C, there are only four (4) cities out of fifteen (15) shown that provide five (5) weeks of vacation after fifteen (15) years of service and six (6) weeks after only twenty (20) years of service. Less than half of the members would benefit from this proposal. This Fact-Finder would rather direct resources to other areas that would benefit the entire membership at this time and, therefore, recommends current the contract language and schedule.

Article 14: Hospitalization

Union's Position:

The Union's position is to increase the City's annual HSA contribution by \$200 for single and \$400 for others and to increase annual deductible levels to current levels of \$2800 for single and \$5600 for family. The Union also proposed increasing the City's Healthcare Allowance contribution consistent with the amount contributed in the Fire Union agreement, deleting the Healthcare Deductibles MOU and allowing for mid-term increases in deductibles where directed by federal regulations/guidelines.

Members of the Police Department shall be entitled to medical coverage, including vision, dental, hearing and prescription drug coverage as set forth in the attached Exhibit A.

The City may contract (if possible) with another Company and/or alternative coverage to maintain substantially similar benefit levels at lower rates. The City agrees to discuss such changes with the F.O.P., Lodge 86 prior to its final decision.

In the event that non-Bargaining Unit employees receive a materially better health care insurance plan, the Union may elect that coverage in lieu of the above plan and adopt the contributions that the non-Bargaining Unit employees are required to make, if any, that are part of the structure of such plan.

Section 1. Members of the Bargaining Unit shall be entitled to medical coverage, including vision, dental, hearing, and prescription drug coverage, as set forth in the attached Exhibit A. Employees may select from a Health Savings Account Option, or a Health Reimbursement Account Option. All Bargaining Unit members will be required to contribute 15% of the premium cost toward their health care. The City will maintain an IRS §125 Plan (premium only plan) to make employees contributions pre-tax. Prior to January 1, 2015 the City's current coverage and benefits will remain unchanged.

Section 2. **Effective January 1, 2021, U**nder the Health Savings Account Option the City will contribute annually to the members Health Savings Account ~~\$1,900.00~~ **\$2100.00** for Individual Coverage and ~~\$3,800.00~~ **\$4200.00** for Family Coverage to help offset the deductibles of ~~\$2,600.00~~ **\$2,800.00** per individual and ~~\$5,200.00~~ **\$5,600.00** per family. **In the event that the IRS raises the minimum annual embedded family coverage deductible amounts for HDHP plans in any given calendar year, the parties agree to increase the single and family deductible amounts to the IRS deductible minimums and the City shall increase the Health Savings Account at the same rate of deductible increases for individual and family coverages for that calendar year.** Once the money is deposited in this account the money belongs to the employee. Should an employee go from family coverage to individual coverage during the year the city cannot reclaim money already provided to the member. If an employee is hired or increases coverage during the year the City will deposit funds or additional funds at the following percentages, 100% if in the first quarter, 75% in the second quarter, 50% in the third quarter, and 25% in the fourth quarter. If an employee reduces coverage during the year or leaves the employment of the City during a year, a portion of the City's or employee's contribution may become taxable and subject to possible penalties based on IRS limitations. In addition to the amount funded by the City, the employee has the option of depositing additional funds up to the limits established by the IRS. The Health Savings Account shall at all times be subject to the prevailing tax and pension laws. Employees must open a Health Savings Account prior to the City

being able to deposit funds. The City can assist employees with opening this account with either PNC Bank or Park National Bank. Employees are to use any bank they desire, however they must provide that banking information to the City.

Section 3: CCL

Section 4: For members electing either the Health Savings Account or Health Reimbursement Account Option the City will provide a monthly "Health Care Allowance" to help offset premium and deductible cost in excess of the amounts provided by the city as mentioned above. The monthly amounts will be provided in the first and second pay check received each month at one-half the month amount shown below based on the member's coverage level:

Coverage	2018		2019		2020	
	Month	Year	Month	Year	Month	Year
Single	132.5	1578	129.4	1153	127.3	1528
Employee + Spouse	262	3144	257.8	3094	253.6	3044
Employee + Child	215.2	2582	211	2532	206.8	2482
Employee + Children	242.7	2912	238.5	2862	234.3	2812
Family, 1 Child	296.8	3560	292.5	3510	288.3	3460
Family, multiple children	340.7	4088	336.5	4038	332.3	3988

(current allowance rates as of 2020)	<u>Monthly</u>	<u>Annual</u>
Single	\$127.30	\$1528
Employee = spouse	\$253.60	\$3044
Employee + child	\$206.80	\$2482
Employee + children	\$234.30	\$2812
Family, 1 child	\$288.30	\$3460
Family, multiple children	\$332.30	\$3988

It shall be the responsibility of the employee to direct the allowance into a health savings account via direct deposit if so chosen. The money directed into the health savings account shall be subject to IRS rules and regulations.

If an individual is hired or an employee changes the number of individuals covered by their Plan during the year, the employee shall begin receiving the Health Care Allowance the notifying the City of the changes to the Plan.

Allowance amounts are based upon the employee and family members on the Plan, excluding adult age dependents age ~~23~~26 or older.

Section 5: CCL

Employer's Position:

The City's position is to decrease the employee premium contribution from 15% to 8% and to increase the deductible amount. Also proposed is additional language that states the City may increase deductible rates where such increases are identified by federal guidelines/regulations pertaining to compliant HSA embedded deductible plans. The City also proposed deleting Section 4, Healthcare Allowance, and Section and 5, Supplemental Healthcare Allowance.

Members of the Police Department shall be entitled to medical coverage, including vision, dental, hearing and prescription drug coverage as set forth in the attached Exhibit A.

The City may contract (if possible) with another Company and/or alternative coverage to maintain substantially similar benefit levels at lower rates. The City agrees to discuss such changes with the F.O.P., Lodge 86 prior to its final decision.

In the event that non-Bargaining Unit employees receive a materially better health care insurance plan, the Union may elect that coverage in lieu of the

above plan and adopt the contributions that the non-Bargaining Unit employees are required to make, if any, that are part of the structure of such plan.

Section 1. Members of the Bargaining Unit shall be entitled to medical coverage, including vision, dental, hearing, and prescription drug coverage, as set forth in the attached Exhibit A. Employees may select from a Health Savings Account Option, or a Health Reimbursement Account Option. All Bargaining Unit members will be required to contribute 15% of the premium cost toward their health care. **Effective March 1, 2021, all bargaining unit members will be required to contribute eight percent (8%) of the premium cost toward their health care and the Healthcare Allowance required by the 2017-2020 collective bargaining agreement will be discontinued.** The City will maintain an IRS 125 Plan (premium only plan) to make employees contributions pre-tax. Prior to January 1, 2015 the City's current coverage and benefits will remain unchanged.

Section 2. Under the Health Savings Account Option the City will contribute annually to the members Health Savings Account \$1,900.00 for Individual Coverage and \$3,800.00 for Family Coverage to help offset the deductibles of ~~\$2,600.00~~ **\$2,800.00** per individual and ~~\$5,200.00~~ **\$5,600.00** per family. **The City may increase deductible rates where such increases are identified by the Internal Revenue Service or by other federal agency directives pertaining to HSA embedded-deductible plans.** Once the money is deposited in this account the money belongs to the employee. Should an employee go from family coverage to individual coverage during the year the city cannot reclaim money already provided to the member. If an employee is hired or increases coverage during the year the City will deposit funds or additional funds at the following percentages, 100% if in the first quarter, 75% in the second quarter, 50% in the third quarter, and 25% in the fourth quarter. If an employee reduces coverage during the year or leaves the employment of the City during a year, a portion of the City's or employee's contribution may become taxable and subject to possible penalties based on IRS limitations. In addition to the amount funded

by the City, the employee has the option of depositing additional funds up to the limits established by the IRS. The Health Savings Account shall at all times be subject to the prevailing tax and pension laws. Employees must open a Health Savings Account prior to the City being able to deposit funds. The City can assist employees with opening this account with either PNC Bank or Park National Bank. Employees are to use any bank they desire, however they must provide that banking information to the City.

Section 3: CCL

Section 4: Delete

Section 5: Delete

Recommendation:

Both Parties agreed to increasing the annual deductible amount from \$2600 for single to \$2800 and from \$5200 to \$5600 for family. That change is recommended.

The City proposed eliminating the Healthcare Allowance which is a supplemental amount, outside of the HSA, that was used to offset healthcare costs. This Fact-Finder would recommend removing the allowance. No other city was cited that offered this benefit.

To offset the increased cost to the employee, this Fact-Finder recommends several things. First is accepting the Union's proposal to increase the City's HSA contribution by \$200 and \$400 dollars accordingly.

Second, effective November 1, 2021, the current premium of 15% would be reduced to 7%. External comparables for seven cities (Union Exhibit #4I) show the average monthly premiums range from 0% to 13% so 7% would fall in the median range. While there would be a cost increase for the employee, the date of inception would coincide with pay increases that are recommended. Thus, it is recommended that the changes go into effect November 1, 2021. Prior to November 1, 2021, Healthcare coverage and benefits will remain unchanged. See following language:

Members of the Police Department shall be entitled to medical coverage, including vision, dental, hearing and prescription drug coverage as set forth in the attached Exhibit A.

The City may contract (if possible) with another Company and/or alternative coverage to maintain substantially similar benefit levels at lower rates. The City agrees to discuss such changes with the F.O.P., Lodge 86 prior to its final decision.

In the event that non-Bargaining Unit employees receive a materially better health care insurance plan, the Union may elect that coverage in lieu of the above plan and adopt the contributions that the non-Bargaining Unit employees are required to make, if any, that are part of the structure of such plan.

Section 1. Members of the Bargaining Unit shall be entitled to medical coverage, including vision, dental, hearing, and prescription drug coverage, as set forth in the attached Exhibit A. Employees may select from a Health Savings Account Option, or a Health Reimbursement Account Option. All Bargaining Unit members will be required to contribute 15% of the premium cost toward their health care. **Effective November 1, 2021, all bargaining unit members will be required to contribute seven percent (7%) of the premium cost toward their health care and the Healthcare Allowance required by the 2017-2020 collective bargaining agreement will be discontinued.** The City will maintain an IRS §125 Plan (premium only plan) to make employees contributions pre-tax. Prior to **November 1, 2021**, the City's current coverage and benefits will remain unchanged.

Section 2. **Effective November 1, 2021**, under the Health Savings Account Option the City will contribute annually to the members Health Savings Account **\$2,100.00** for Individual Coverage and **\$4,200.00** for Family Coverage. **The City may increase deductible rates where such increases are identified by the Internal Revenue Service or by other federal agency directives pertaining to HSA embedded-deductible plans.** Once the money is deposited in this account the money belongs to the employee. Should an employee go from family

coverage to individual coverage during the year the city cannot reclaim money already provided to the member. If an employee is hired or increases coverage during the year the City will deposit funds or additional funds at the following percentages, 100% if in the first quarter, 75% in the second quarter, 50% in the third quarter, and 25% in the fourth quarter. If an employee reduces coverage during the year or leaves the employment of the City during a year, a portion of the City's or employee's contribution may become taxable and subject to possible penalties based on IRS limitations. In addition to the amount funded by the City, the employee has the option of depositing additional funds up to the limits established by the IRS. The Health Savings Account shall at all times be subject to the prevailing tax and pension laws. Employees must open a Health Savings Account prior to the City being able to deposit funds. The City can assist employees with opening this account with either PNC Bank or Park National Bank. Employees are to use any bank they desire, however they must provide that banking information to the City.

Section 3: CCL

Section 4: **Delete**

Section 5: **Delete**

The MOU from November of 2018 addressing deductibles would also be deleted.

Article 17: Injury Leave

Union's Position:

CCL

Employer's Position:

The Employer proposes the following modifications to Section 2:

Section 2. - Injury leave shall be granted to any officer who is injured in the course and scope of his/her employment with the City **under the following circumstances:**

- **An automobile accident occurring while responding to a call or during the course of a high-speed chase; or, where the accident is not due to the fault of the employee;**
- **A fight effecting an arrest or controlling a domestic violence situation, or doing SWAT team call-out for any critical incident;**
- **The use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;**
- **An injury which is the result of being struck by a vehicle while directing traffic or investigating a traffic violation or traffic accident;**
- **An injury which occurs during high-risk training;**
- **An injury that occurs during a pursuit while on a Police Bicycle; or**
- **Any other injury determined by the City to be the result of a hazardous-type circumstance.**

The injury leave shall not exceed four hundred eighty (480) working hours per injury(s), and must be used within (9) months of the injury(s). Injury leave shall not be deducted from sick leave. The period of time of nine (9) months shall begin to run from the date of the occurrence causing the injury(s). The time limits in this paragraph shall not be subject to the grievance procedure, it being the intention of the parties that the said dates are firm and may not be extended for any reason.

Recommendation:

The City proposed to specifically delineate circumstances in which injury leave would apply. The Union showed internal comparables (Union Exhibit #5) of the Fire Fighters, Dispatch, Building Department, and Laborers, none of which had such specific language. Further, data presenting work injuries in 2018 and 2019 (City Exhibit #11) showed that Injury Leave is not commonly used by this bargaining unit. In 2018, three (3) injuries were reported but no IOD days were used. In 2019, five (5) injuries were reported but in only three (3) of the cases were IOD days used. This Fact-Finder recommends current contract language.

Memorandum of Understanding: Patrol Division Twelve (12) Hours Duty Schedule (Union Exhibit D)

Union Position:

The Union proposed several changes in various sections of the MOU (Union Exhibit D).

Recommendation:

There was little discussion concerning this issue. The City did not present any rationale regarding the Union's suggested changes. The majority of this MOU was tentatively agreed to prior to the fact-finding session. This Fact-Finder further recommends adoption of the Union's language for Article 13: Vacation and Holidays: B.

B. Twelve Hour /Day, Eighty-Hour/Bi-Weekly Duty Schedule. Each member of the Police Department shall be entitled to and receive compensation for the following twelve (12) holidays – New Year's Day, Martin Luther King Day, President's Day, Easter, Memorial Day, 4th of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day to be computed on the basis of an ~~eight (8)~~ **ten (10)** hour day for a total of ~~ninety-six~~

~~(96)~~ **one hundred twenty (120)** hours each calendar year. If an officer is scheduled and works one of the above listed holidays, he/she will be entitled to utilize that day at another time or be paid time during the calendar year. In addition, at the end of the calendar year, each full-time member may elect to add up to ~~eight (8)~~ **ten (10)** hours to his/her compensatory time and/or paid out may not exceed ten (10) days.

Final Comments:

As a part of this Fact Finder's recommendation, all previous tentative agreements, MOUs, and unchanged contract language are included as a part of this report.

CERTIFICATE OF SERVICE

The foregoing report was delivered via email on this the

10th day of February, 2021, to

Chuck Aliff
Staff Representative
FOP/OLC Inc.
califf@fopohio.org

and

Jon M. Dileno, Esq.
Zashin & Rich Co., L.P.A.
jmd@zrlaw.com

Jack Buettner

Jack Buettner